



TERMS OF TRADE

Ocean Reef Build Co Pty Ltd T/A Skylights West

Standard Terms and Conditions of Sale

These terms and conditions apply when interacting with Skylights West, whether you are a website visitor, inquiring about our services, or engaging us for a service. Please read these terms carefully before using our services.

Parties Involved

Client: The purchaser of goods, consumer, licensee, builder, or roofing contractor.

Supplier: Ocean Reef Build Co Pty Ltd T/A Skylights West

1. Validity of Proposal

Quotes valid for a period of 30 days from the date specified in the quote.

2. Payment Terms for Non-Account Clients

For consumers and non-account clients, full payment is required on the day of installation upon completion of work.

3. Deposit Requirements

A 50% deposit is required prior to goods being ordered and an installation scheduled. If for any reason, the client decides not to proceed after deposit is paid, the deposit will be retained by Skylights West for time spent.

4. Credit Terms

Credit terms are available to approved clients at the discretion of the supplier. The standard payment terms for credit account holders are 7 days from the date of installation.

5. Warranty on Installation

A 24-month warranty is provided on workmanship for installations carried out by the supplier, starting from the date of installation.



6. Manufacturer's Warranty

The supplier will honour the manufacturer's warranty on all system components, excluding any costs associated with site attendance.

7. Access for Installation

The client must provide clear and safe access for the supplier's staff to carry out work during normal working hours (Monday to Friday, 7 am - 4 pm).

8. Commercial Clients and Delays

For commercial clients, the supplier will follow the client's construction or installation schedule, subject to weather and other trade-related delays. Any such delays will be communicated verbally and followed up with written confirmation.

9. Residential and Consumer Clients – Delays

For residential or consumer clients, if delays occur due to weather or staff absenteeism, the supplier will provide the next available time slot for installation, though this may not be the following day.

10. Call-Out Fee for Non-Attendance or Site Issues

If the client is not available at the site or if the site is not ready for installation, a \$150.00 inc. GST call-out fee will apply without exception.

11. Safe Workplace Requirements

The client is responsible for ensuring the site provides a safe working environment. This includes ensuring the work area is clear and the power is off at the mains when working in the roof space. The supplier will maintain a clean and debris-free workspace at the end of each day.

12. Safe Roof Access

The proposal assumes safe access to the roof. If access becomes unsafe, the supplier will not commence or continue work until the hazard is addressed by the client.

13. Asbestos Discovery

The supplier will not work with asbestos. If asbestos is discovered during work, operations will cease until the asbestos is removed by a licensed operator, and certification of removal is provided. A site visit fee of \$150.00 inc. GST will apply.



14. Exclusion of Electrical Works

This proposal does not include electrical works unless specifically noted.

15. Electrical Contractor Sourcing

If the client uses an external electrical contractor and the system is not functioning properly, a \$150.00 inc. GST call-out fee will apply for the supplier to attend and investigate the issue.

16. Exclusion of Plumbing and Roof Works

This proposal does not cover plumbing works, including modifications to water, gas, or waste pipes, unless specifically mentioned.

17. Exclusion of Scaffolding and Other Services

This proposal excludes scaffolding, craneage, dogman, or traffic control services unless otherwise noted.

18. Exclusion of Structural Design and Certification

Any structural design, architectural detailing, or Shire certification works are not included unless specifically noted.

19. Exclusion of Proprietary Accessories

Any proprietary accessories such as daylight dimmers, add-on vent kits, light kits, bulbs, blinds, etc., are excluded unless explicitly noted.

20. Multiple Site Visits for Single Installations

This proposal excludes multiple site visits for a single installation. If roof works are done but ceilings are not installed, an additional site visit will be charged at \$150.00 inc. GST.

21. Ceiling Deflection

The supplier will not correct deflected ceilings (those that are not level) unless specifically noted in the proposal.

22. Product Compliance

All products and systems referenced in this proposal comply with relevant Australian Standards unless otherwise noted.



23. Responsibility for Damages During Installation

The supplier will take reasonable care to protect adjacent surfaces, but will not be held liable for damage unless the responsibility can be clearly assigned.

24. Liability for Lathe & Plaster Ceilings

The supplier will not accept liability for damage to lathe and plaster ceilings (pre-1920) as they are inherently unstable.

25. Information Accuracy

This proposal is based on the client's provided drawings, details, and verbal or written communications. The supplier is not liable for any errors or omissions resulting from the provided information.

26. Ownership of Goods

Goods remain the property of the supplier until fully paid. The supplier may reclaim goods under the Personal Property Securities Act 2009 (PPSR) if payment terms are not met.

34. Legal Action for Unpaid Amounts

If the client fails to pay, the supplier will take legal action to recover outstanding amounts, including legal fees.

36. Client's Presence During Installation

The client must be present during the installation process unless prior arrangements have been made with the supplier.

Legal Agreement

By submitting a purchase order, works sub-contract, or confirmation email, the client agrees to these terms and conditions.

Interpretation and Definitions

The following terms are defined for clarity in these Terms and Conditions:

- **Affiliate:** An entity that has control over or is controlled by a party through 50% or more ownership.



- **Company:** Skylights West, located in Ocean Reef WA 6027
- **Country:** Refers to Australia.
- **Device:** Any device that can access the service, such as computers or mobile devices.
- **Service:** The website or services provided by Skylights West
- **Terms:** These terms and conditions governing your use of the service.
- **Third-party Service:** Any external content, services, or data made available through the service.
- **Website:** Skylights West's official website, accessible at www.skylightswest.com.au
- **You:** The individual or entity accessing or using the service.